

Gregory B. Conway
Thomas M. Olejniczak
Frederick L. Schmidt
R. George Burnett
Gregory A. Grobe
Tari L. Khuss
Robert M. Charles
Brick N. Murphy
Jodi Arndt Labs
David H. Weber
Ross W. Townsend
Michele M. McKinnon
T. Wickham Schmidt
Kurt A. Goehre
James M. Ledvina
Steven J. Krueger
Jill J. Ray
Joshua M. Koch
Molly R. Berkery

Retired:
J. Michael Jerry

Law Firm of
CONWAY, OLEJNICZAK & JERRY, S.C.

Since 1976

Telephone: (920) 437-0476

Facsimile: (920) 437-2868

TWS@lcojlaw.com

www.lcojlaw.com

June 8, 2015

First American Payment Systems
ATTN: Debra A. Bradford, President & CFO
100 Throckmorton Street, Suite 1800
Fort Worth, TX 76102

RE: Cash Depot Ltd/SRL2 Inc./1st ISO Processing – Breach of Contract

Dear Ms. Bradford:

My client, Cash Depot, Ltd. d/b/a 1st ISO Processing, acknowledges receipt of your Notice of Cancellation of Processing Under ATM Agreement dated March 1, 2003, Amended August 1, 2007 and January 1, 2011. Pursuant to Section 17 of that Agreement, as set forth in the enclosed Second Addendum for Special Terms, First American was to pay 1st ISO an Early Termination Fee in an amount equal to the product of First American's average monthly fees for the proceeding twelve (12) months times the number of months left in the term of the Agreement times eighty percent (80%). Your notice did not specify the date of termination and did not include the Early Termination Fee. In light of the requirement that the Early Termination Fee be paid thirty (30) days before termination, we shall assume that you intended to terminate the Agreement as of the end of June. 1st ISO will calculate the Early Termination Fee accordingly.

In attempting to calculate the Early Termination Fee, we referenced the original Agreement and its Addendum for Special Terms, which are also enclosed. Pursuant to Section 2(d) of the Addendum for Special Terms, First American was supposed to be paying 1st ISO a Monthly Minimum Fee of Twenty-Five Thousand Dollars (\$25,000.00) per month. Due to an oversight, 1st ISO has not billed First American this Monthly Minimum Fee since July 1, 2014. Under Paragraph 21 of the Agreement, "[n]o course of dealing or failure to enforce any provision or exercise any right under this Agreement by either party shall be construed as a waiver of such provision or right, affect the validity of this Agreement or curtail the ability of any party to enforce such provision or exercise such right in the future." Accordingly, enclosed please find 1st ISO's invoice in the amount of Two Hundred Fifty-Eight Thousand Seven Hundred Eighty-Seven Dollars and Ninety-Three Cents (\$258,787.93), which represents the difference

EXHIBIT

tabbles

E

231 North Adams Street • Green Bay, WI 54301

P.O. Box 23200 • Green Bay, WI 54305-3200 • Phone: 920.437.0476 • Fax: 920.437.2868

Case 1:15-cv-01012-WCG Filed 08/21/15 Page 1 of 2 Document 7-5

Law Firm of
CONWAY, OLEJNICZAK & JERRY, S.C.

June 8, 2015

Page 2

between the fees actually invoiced to First American by 1st ISO and the Monthly Minimum Fee of Twenty-Five Thousand Dollars (\$25,000.00).

The initial term of the Agreement was scheduled to expire on December 31, 2015, pursuant to Section 1 of the Second Addendum for Special Terms. Termination of the Agreement as of June 30, 2015, therefore ends the Agreement six (6) months early. In light of the Monthly Minimum Fee of Twenty-Five Thousand Dollars (\$25,000.00), we have calculated the Early Termination Fee at One Hundred Twenty Thousand Dollars (\$120,000.00).

1st ISO expects that First American will remit the amounts invoiced herein promptly. In the event that does not happen, 1st ISO reserves and will vigorously assert all its rights under the Agreement. Please contact me with any questions.

Very truly yours,

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.

By: 

T. Wickham Schmidt

TWS:cll (771509.017-#2085661)

Enclosures

c: Cash Depot, Ltd.